



Nicholas A. Toumpas
Commissioner

Maggie Bishop
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN
SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

129 PLEASANT STREET, CONCORD, NH 03301-3857
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October 9, 2009

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION.

Authorize the Department of Health and Human Services (DHHS), Division for Children, Youth and Families (DCYF) to enter into an agreement with Southern New Hampshire Services, INC. (SNHS), (Vendor #174198) Manchester, New Hampshire in the amount of one hundred and eighty-nine thousand and seven hundred and fifty dollars (\$189,750) to conduct Child Care Resource and Referral services for the Nashua District Office catchment area from January 1, 2010 through June 30, 2011 with the option to renew for two additional two-year periods subject to Governor and Executive Council approval. 100% Federal Funds (22% Federal American Recovery and Reinvestment Act Funds).

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40035201	\$49,368.88
SFY 2011	102-500731	Contracts For Program Services	40035201	<u>\$98,737.76</u>

Subtotal \$148,106.64

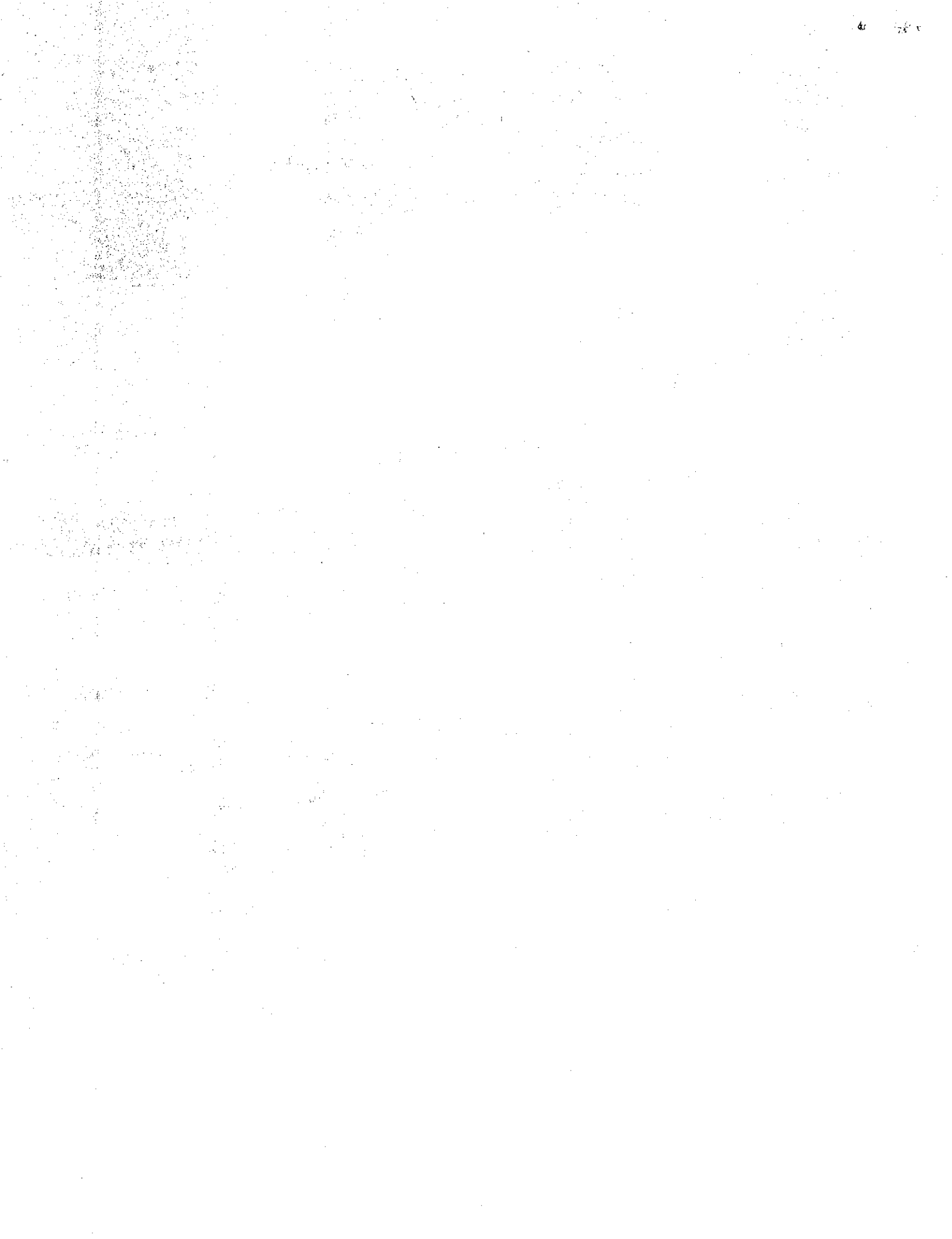
05-95-40-403510-56890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: CHILDREN AND YOUTH, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

Fiscal Year	Class/Object	Class Title	Activity Code	Amount
SFY 2010	102-500731	Contracts For Program Services	40130551	\$13,881.12
SFY 2011	102-500731	Contracts For Program Services	40130551	<u>\$27,762.24</u>

Subtotal \$41,643.36

Total \$189,750.00

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*

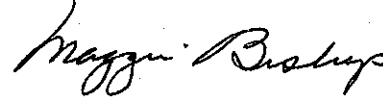


Source of Funds: 100% Federal Funds.

Area Served: Nashua District Office catchment area.

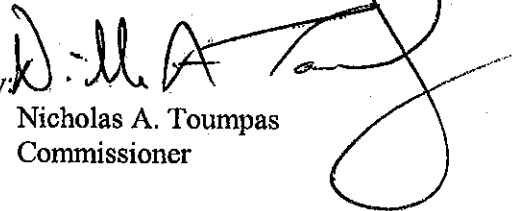
In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Maggie Bishop
Director

Approved By:



Nicholas A. Toumpas
Commissioner

APPENDIX A

Proposal Evaluation Summary All Catchment Areas									
Child Care Resource & Referral Programs - RFP 10-DCYF-CDB-RR-10									
		Rochester DO Catchment Area	Portsmouth/ Salem D.O. Catchment Area	Nashua D.O. Catchment Area		Manchester D.O. Catchment Area	Laconia D.O. Catchment Area		
	Bidder Name:	Rockingham Comm Action	Rockingham Comm Action	Southern NH Services	Easter Seals NH	Easter Seals NH	Lakes Region Comm Svcs Council		
	Overall Review - Up to 20 points each criteria								
	Subtotal Average points Overall Review	92.0	92.8	94.4	82.6	96.4	77.8		
	Value 10% of Total	9.2	9.3	9.4	8.26	9.6	7.8		
	Experience - Up to 20 Points each criteria								
	Subtotal Average Points Experience	98.8	98.8	99.2	90	99.0	89.8		
	Value 25% of Total	24.7	24.7	24.8	22.5	24.8	22.5		
	Program Description - Up to 20 Points each criteria								
	Subtotal Average Points Program Description	89.2	90.0	93.8	85.8	84.8	70.2		
	Value 25% of Total	22.3	22.5	23.5	21.45	21.2	17.6		
	Cost and Resources - Up to 20 Points each criteria								
	Subtotal Average Points Cost and Resources	89.4	92.8	90.6	88.8	86.8	77.6		
	Value 30% of Total	26.8	27.8	27.2	26.64	26.0	23.3		
	Other - Up to 20 Points each criteria								
	Subtotal Average Points Other	95.8	95.4	99.8	91	98.6	63.2		
	Value 10% of Total	9.6	9.5	10.0	9.1	9.86	6.3		
	Grand Total	92.6	93.9	94.9	87.95	91.5	77.4		

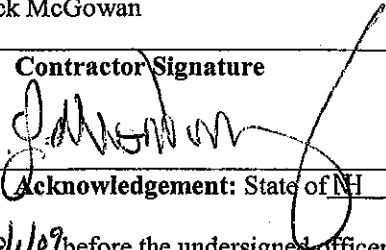
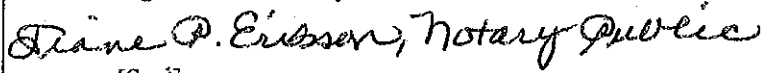
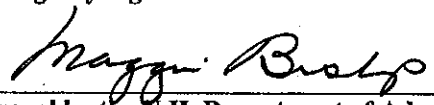
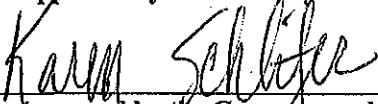
Subject: Child Care Resource and Referral Services

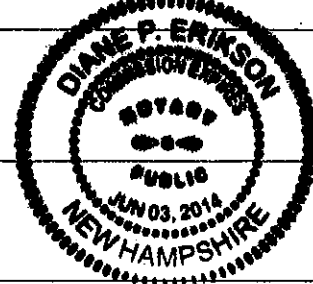
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Dept. of Health and Human Services Division for Children, Youth & Families Child Development Bureau		1.2 State Agency Address 129 Pleasant St. Concord, NH 03301	
1.3 Contractor Name Southern New Hampshire Services, INC.		1.4 Contractor Address 40 Pine Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-95-40-403510-5689-102	1.7 Completion Date June 30, 2011	1.8 Price Limitation \$189,750
1.9 Contracting Officer for State Agency Patrick McGowan		1.10 State Agency Telephone Number 603-271-4843	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gale Hennessy, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/1/09</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Diane P. Erikson, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maggie Bishop, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

**EXHIBIT A
SCOPE OF SERVICES**

DATE: September 17, 2009

CONTRACT: Nashua DO Catchment Area CC Resource and Referral Program

CONTRACT PERIOD: January 1, 2010 to June 30, 2011

CONTRACTOR NAME: Southern New Hampshire Services, INC.

ADDRESS: 40 Pine Street

Manchester, NH 03103

TELEPHONE: 603-668-8010

REPRESENTATIVE: Gale Hennessy

TITLE: Executive Director

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- 1.1 That, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- 1.2 To use its best efforts to apply for any and all appropriate public and private sources of funds that are applicable to the funding of the Services described herein. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such sources of funds;
- 1.3 To complete the full scope of services in Exhibit A; and
- 1.4 To serve families and providers in the Nashua District Office (DO) catchment area in need of child care resource, referral, recruitment, and/or educational training.

2. Services To Be Provided:

2.1 Perform the services of this contract in accordance with the following program goals:

- a. Ensure that high quality, culturally competent, Child Care Resource & Referral services (CCR&R) are known and accessible to the widest possible number of families, providers, businesses and community members within the catchment area, including services to limited English proficient families and providers, and in consideration of a variety of diversity issues;
- b. Serve as a resource of data and information regarding early care and education (ECE);

Contractor's Initials GH

Date 10-1-09

development hours. Individual meetings with community service agencies shall also be conducted as appropriate;

- b. Having two toll free numbers available for families and providers to use allowing them to easily access resource, referral, recruitment and training information with a CCR&R Staff Member. These toll free numbers have a voice mail function to allow families and providers an opportunity to leave a message and to provide office hour information, refer clients to the www.nhccrr.org website for immediate referral information, and to notify them of CCR&R program policy regarding returning all phone calls within one business day;
- c. Maintaining e-mail contacts and providing e-mailed information for families and providers. SNHS CCRR's program shall be listed on various websites;
- d. Giving families the option to receive referral and resource information through email and through the www.nhccrr.org and www.snhs.org website. SNHS CCR&R shall maintain an email list for directors, family child care providers and other early childhood providers to disseminate electronic information pertaining, but not limited to local, regional, and state trainings, events, health and safety information, product recall information, the SNHS CCR&R Quarterly Newsletter and Training Calendar, and Child Care Licensing Unit and Child Development Bureau (CDB) updates. Information on professional development trainings and additional information shall be accessible by providers through the www.nhccrr.org website. Further information and consultation shall be provided through email services when requested by families and providers;
- e. Maintaining regularly scheduled hours at an outreach office at the Nashua DO and these hours shall be posted on a monthly basis. The CCR&R Specialist shall maintain a presence in the lobby two (2) mornings per week on Monday and Wednesday from 8:30 to 10:00 a.m. SNHS CCR&R shall reserve the right to increase and adjust these hours if necessary to support the wait list and will discuss any adjustments with the DO Manager of Operations and with the Child Care Program Improvement Specialist. These office hours shall not decrease. Additional hours shall be available at the SNHS Outreach Office locations for walk-in clients and providers and by appointment. Appointments shall also be set up at the New Hampshire Employment Program (NHEP), when requested. Individual one-on-one counseling on child care activities shall be provided at the NHEP location or at another outreach office at the request of NHEP participants or when a NHEP participant is referred by a NHEP Employment Counselor Specialist (ECS). A CCR&R Staff member shall attend the NHEP Partners meeting on a regular basis;
- f. Attending weekly orientations with NHEP participants on Tuesdays and every other Thursday as scheduled by the NHEP Team unless the NHEP Team has cancelled an orientation or if there is not a participant attending with a child under the age of thirteen (13). During these orientations, the Specialist shall consult with the NHEP Team Members and provide group consultation about quality child care options and child care scholarship information to NHEP participants. Staff shall provide information packets for the NHEP participants, which shall include, but not be limited to, information on quality indicators of child care, interviewing a child care provider and children's growth, and development;
- g. Visiting area child care programs to better assess and identify unmet needs and concerns, to provide firsthand knowledge of program services and space availability and to provide technical assistance to foster and enhance program quality and care. SNHS CCR&R shall visit child care programs to provide technical assistance and support and to enhance the positive working relationships with license exempt and family child providers, center

Contractor's Initials CS

Date 12-1-01

completely updated at a minimum of once annually. When updating the database and when completing a referral call, 80% of the standardized data fields shall be filled in on:

- (1) Child care providers operating within the catchment area;
- (2) Specific needs for child care within the area as requested through family referrals; and
- (3) Business and community contacts within the catchment area. Child care providers shall include licensed providers (both family and center based) and legally operating license exempt child care providers. Families shall include, but not be limited to, those families receiving services directly from the NH DHHS DO and NHEP;

c. Publishing and distributing a quarterly newsletter:

- (1) With a central theme, sections for pertinent information on local and state happenings, events and policies. CDB and Child Care Licensing Unit information and updates shall be shared as needed and/or requested. Curriculum ideas and enhancements shall be promoted with activities that providers can directly use. The newsletter shall contain a section to incorporate the Early Learning Guidelines into practice, and a space shall be reserved for an adaptation of the Daily Parent from NACCRRRA. The SNHS CCR&R Training Calendar is included in each quarterly newsletter and lists a variety of trainings which shall also be posted on the www.nhccrr.org website; and
- (2) To all early childhood providers and programs through the mail and/or email system. Programs may request only a hard copy version, receive it exclusively through email, or request both options. SNHS CCR&R shall maintain an email group list for newsletter and training calendar distribution based on program requests. Email information shall also be kept in the CCR&R database through NACCRRAware for cross-reference and shall be obtained through the use of the Provider Information Update Form.

SNHS shall charge a fee for any for profit entity to advertise in a hard copy of the CCR&R newsletter. All fees collected for advertisements shall be used to meet the goals of this contract. No more than one page or 10% of the entire newsletter can be devoted to for profit advertising. The frequency of for-profit advertising shall be at the sole discretion of the contracted agency. For-profit entities can advertise free of charge in electronic versions of the CCR&R newsletter and e-mail blasts that are sent by SNHS. All electronic or regular correspondence regarding for profit entities shall include the following statement, "This advertisement does not necessarily represent the views of the NH Department of Health and Human Services, the Division for Children, Youth and Families, or the Child Development Bureau;"

- d. Advertising and disseminating additional early childhood information and professional development opportunities through the SNHS CCR&R Quarterly Newsletter, the SNHS CCR&R email event list, and/or the www.nhccrr.org website. Information provided shall include trainings offered by the CCR&R, the New Hampshire CCR&R Network, state colleges and universities and other local and state agencies and organizations. Additional program and/or individual information from those contracted through the CDB, shall also be disseminated. At least once a month, training and professional development opportunities shall be updated on the www.nhccrr.org website. This is done when workshops fill up or new information about workshops is available;

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- (1) Securing child care services as soon as possible. NHEP participants shall have direct access to a CCR&R staff member in the DO and during their NHEP orientation. Public intakes shall be taken at this time and the CCR&R Specialist responds to intake information off-site within 24 hours in an effort to ensure that NHEP Clients will be able to secure child care as soon as possible;
 - (2) Providing child care referral services within 4-5 miles from the NH WORKS office or at the NH WORKS office in a confidential manner if the NHEP participant or NHEP ECS requests an appointment;
 - (3) Providing in-person counseling and referral services to NHEP participants working on their child care search activities at all Outreach Office Locations. These locations shall be provided to NHEP participants at the time of orientation in brochure format and are currently within the NH WORKS Portfolio Guidebook. These services shall be conducted when requested by the NHEP participant or by the NHEP ECS and can additionally be provided over the phone or by email;
- g. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
- (1) The total number of families receiving referrals;
 - (2) The number of families receiving referrals with CCR&R assistance; and
 - (3) The number of FANF clients assisted by the CCR&R;
- h. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
- (1) The number of families receiving referrals via the web;
 - (2) The number of new families served;
 - (3) The number of previous families seeking new information that were served; and
 - (4) The number of families served through the DO; and
- i. Following all current Division of Family Assistance and Department of Health and Human Services confidentiality policies.

Wait List

- 2.42 Conduct wait list activities that assist families who are eligible to receive NH child care scholarship funds, but who are on or released from a wait list to secure child care services as soon as possible utilizing the following process:
- a. Access New Hampshire Electronic Application System (NH EASY) daily to identify any new families who have been put on the wait list;
 - b. Contact families by phone, or mail if no phone number is available;

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(4) The number of providers assisted with the enrollment process; and

(5) The number of contacts with a family from the time they go on the wait list until they are released from the wait list and are enrolled with a provider.

Follow Up

2.43 Follow-up to ensure that information is collected in a timely and productive fashion. CCR&R shall utilize an evaluation and follow up process to determine whether or not families who used CCR&R services were successful in finding care that met their needs. SNHS CCR&R shall use various methods of following up and evaluating referral services with families seeking child care. SNHS CCR&R strives to complete follow up surveys with at least 25% of all families assisted. If contact is not made via phone and a survey is not returned to CCR&R, the CCR&R shall attempt to contact the family a second time and then mail out an additional "Family Satisfaction Survey". No less than 20% of families assisted by the CCR&R shall be followed up with. SNHS shall:

a. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:

(1) The percent of families successfully surveyed;

(2) The percent of families surveyed who were successful in finding care;

(3) The percent of FANF families who were surveyed who were successful in finding care and did not identify inability to find child care as a barrier to work activity participation;

(4) The percent of families on the wait list who were surveyed and were successful in finding care they can afford until they are released from the wait list; and

(5) The percent of families who had all of their child care needs met by the care they chose;

b. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:

(1) The total number of clients assisted by the CCR&R;

(2) The number of FANF clients assisted by the CCR&R;

(3) The number of follow-up attempts made;

(4) The number of follow up surveys completed;

(5) The number of families satisfied with the care they found;

(6) The number of families that chose not to use care;

(7) The number of families whose search was still in process;

(8) The number of families who were unable to locate care;

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provided in newsletters, through the use of email, at provider visits and when providing technical assistance and consultation to providers over the phone or in-person;

- l. Collaborating with contractors through the CDB and the CDB itself in order to diminish costs and to maximize funds;
- m. Encouraging providers to attend training, including those provided by CCR&R, the CDB, other contractors, and other area groups and organizations. CCR&R shall share information about the benefits of training and professional development with child care providers and shall continue to collaborate in the planning and implementation of trainings offered in the Nashua catchment area to maximize the use of funds and to help increase the professional development opportunities available to area providers. These additional trainings shall be based on meeting the needs of providers in the catchment area;
- n. On Attachment C or a similar form provided by CDB, report on the following performance measures on a quarterly basis:
 - (1) The number of Child Care Basics trainings offered;
 - (2) The number of attendees at Child Care Basics trainings;
 - (3) The number of other trainings offered;
 - (4) The number of attendees at other trainings offered by the CCR&R;
- o. On Attachment C or a similar form provided by CDB, report the following other data on a quarterly basis:
 - (1) The number of collaborative trainings;
 - (2) A list of the specific workshops offered including: the date, location (town), the presenter, their credential, and the number of attendees; and
 - (3) The dates that each of the required trainings are offered.

Technical Assistance

2.62 Provide technical assistance by:

- a. Playing an instrumental role with child care providers in the catchment area regarding support and technical assistance in identified areas. SNHS shall:
 - (1) Be available to answer questions via the telephone, email or in-person at one of the outreach locations, and/or at program visits. SNHS CCR&R policy dictates that staff shall return all phone calls within 1 business day. When issues and/or concerns arise between a family and a provider, CCR&R Staff shall provide an appropriate and beneficial response from and shall work with the family and/or provider in an impartial and unbiased fashion. This correspondence shall be kept confidential and documented in NACCRRAware accordingly. Educational materials and resources on best practices shall also be provided to better assist the family and/or provider;

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course of the training. Each workshop evaluation requests that workshop participants respond to whether or not the Core Knowledge Area was evidently addressed and reviewed at the training. At each workshop, participants are awarded Certificates of Attendance which shall also list what Core Knowledge Areas were addressed at the training for credentialing and professional development purposes. CCR&R shall offer trainings throughout the contract award period that address each of the Core Knowledge Areas as outlined by the most recent edition of the *NH Early Childhood Professional Development System*;

- c. Having the discretion to offer a light breakfast or lunch for trainings that extend more than 4 hours. For trainings that extend 6 hours or more SNHS may offer both a light breakfast and lunch. A small fee to cover the cost of the meal(s) is appropriate as long as providers have the choice to not pay the fee and bring their own food;
- d. Utilizing a variety of qualified presenters that are hired for the training workshops to avoid presenting a singular perspective or showing preference to a particular presenter;
- e. Not paying CCR&R staff a consultant fee to teach a workshop in the Nashua DO catchment area; as providing workshops in their own area is a core service required by this contract;
- f. If extenuating circumstances arise, pay their SNHS CCR&R staff a consulting fee, for teaching a workshop in the Nashua DO catchment area upon receiving prior written approval from the CDB. An extenuating circumstance may include, but not be limited to: long travel distances, lack of available qualified presenters, or limited regular working hours;
- g. Working in conjunction with the Network to review the Child Care Basic trainings on an annual basis to better align and standardize the set of Child Care Basic Trainings statewide;
- h. Reviewing and updating SNHS assigned Child Care Basic curriculum kit as outlined by the NHCCR&R Network. CCR&R shall work in conjunction with the Network to strengthen statewide efforts to promote consistency in Child Care Basic training goals and objectives to better support a Quality Rating Improvement System, the NH Professional Development System and the cohesive professional growth of area child care providers;
- i. Providing the trainings listed in Attachment B;
- j. Collaborating with the agency contracted to provide the CDB Child Care Water Safety Trainings. These trainings shall be publicized in the quarterly newsletters, through email event listings, on the www.nhccrr.org, and in new provider and client referral packets. When provided, brochures shall also be distributed at CCR&R trainings. CCR&R shall continue to encourage participation in this training and shall assist the Water Safety Training Contractor by suggesting potential locations in the Nashua catchment area to hold the training/s. CCR&R staff shall be available to attend the training to provide assistance including but not limited to help with registration sign-in;
- k. Providing information to early childhood providers on how to access tuition assistance for early childhood coursework including but not limited to assistance through the CDB contractor(s) administering the ECE Tuition Assistance Program. This information shall be

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- (2) The number of times TA is provided by phone;
- (3) The number of providers who became licensed;
- (4) The number of times TA is provided for Licensed Plus; and
- (5) The number of times TA is provided for accreditation;

Evaluation

2.63 Evaluate the performance of SNHS's CCR&R services by:

- a. Using a standard evaluation form to obtain participant feedback after each training provided which assesses, at a minimum, the knowledge and skills of the trainer, new information learned, how the new information shall be used to increase the quality of their care to children and families, their degree of satisfaction with the trainer and the training, usefulness of the training, and suggestions for other trainings to be offered. Certificates shall be given only after evaluation forms are completed;
- b. Reviewing training evaluations upon completion of each training and using participant feedback and recommendations when planning each quarterly training calendar; and
- c. Surveying providers at a minimum of twice per year regarding CCR&R services to assess how well they are meeting the needs of the child care providers within the Nashua catchment area regarding referrals being given, accurate data provided, ease of updating data, types of training offered, availability of training opportunities and cultural competence of the CCR&R services.

Technology

2.7 Utilize technology and build technological capacity by:

- a. Maintaining NACCRRA membership;
- b. Using the internet to connect to the NACCRRA SDS, enter information and access the database. SNHS shall have a portion of the web server to host their NACCRRA SDS program and data. The Administrator of the CDB, and other CDB staff shall have access to the database at any time. The Child Care Program Improvement Specialist for the CDB shall serve as the Administrator of the NACCRRA SDS. Read Only or Search & Referral access to the databases of other catchment areas shall be granted at the discretion of DCYF. SNHS shall be required to use NACCRRA SDS to maintain a database and access information;
- c. Having two written policies, one is in regards to confidentiality and the other shall be in regard to governing the permitted use of information contained within the NACCRRAware database and obtained through program services. SNHS shall seek CDB approval regarding these policies for continued use;
- d. Maintaining email group lists of family child care providers, center directors, email events and newsletters in order to distribute information to programs in a timely fashion. Email addresses for programs shall be documented in NACCRRAware and updated annually

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Department and the Department reserves the right to reject the Contractor's staff as a result of such background checks; and

- e. Set aside professional development funds to allow staff to attend at least one national conference or symposium per contract cycle to further their expertise in providing CCR&R services.

4. Performance Measures:

- a. SNHS shall meet the goals of the performance measures in this contract as documented in Attachment A. The DHHS reserves the right to amend Attachment A after consultation with SNHS.

5. Provide records and reports including:

- a. Quarterly and annual reports with outcome statistics for each of the performance measures and other data reports indicated on Attachment A;
- b. Such reports described in (a) above shall be completed on Attachment C or a similar form provided by the CDB and emailed to the Child Care Program Improvement Specialist of the CDB, DCYF by the 15th of the month following the end of each quarter and the end of each contract year. Each report described in (a) above shall also include the cover sheet Attachment D, or a similar form provided by the CDB;
- c. All reports listed in Attachment E;
- d. The Department shall reserve the right to make adjustments to attachment A, B, and E after consultation with the contract agency;
- e. The *Detailed Work-Plan* described in Attachment E of this contract. Attachment B of this contract shall be the *Preliminary Work-Plan* described in Attachment E. The *Detailed Work-Plan* described in Attachment E shall become Attachment B of this contract, after SNHS submits this document and it is approved by the CDB;
- f. A summary of the performance measures outcome statistics for the contract period shall be forwarded along with the final billing and shall be postmarked within 60 days of the conclusion of the contract period;
- g. Maintaining detailed supporting documentation to support these reports which shall be available for DCYF review upon request;
- h. Meeting with the Child Care Program Improvement Specialist for discussion and approvals; and
- i. Providing information on an NHEP client's child care search in a Department appropriate format at the request of the NHEP ECS. The NHEP staff and SNHS shall ask NHEP clients to sign the "Release of Confidentiality" form at the NHEP orientation to make the exchange possible.

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Preliminary Work and Training Plan

Preliminary Work Plan

Ongoing Work Efforts

- Ongoing child care referrals to families in need of child care
- Ongoing follow up calls to referred families
- Ongoing assistance with families on the wait list
- Ongoing assistance with families released on the wait list
- Ongoing assistance with identified providers to enroll with NH DHHS
- Ongoing District Office Lobby and Office coverage
- Ongoing collaboration w/NHEP ECS
- Ongoing update/maintenance of complete inventory of child care options
- Ongoing distribution of consumer education resources related to child care
- Ongoing work to clarify child care needs
- Ongoing assistance to families to assess and define choices
- Ongoing technical assistance to callers seeking other forms of assistance
- Ongoing technical assistance to providers seeking forms of assistance
- Ongoing collaboration with the Child Development Bureau and Contractors
- Ongoing distribution via email to child care providers regarding professional development opportunities and other relevant early childhood information.

Time Frames	
Target Dates	Activity
January 2010	<ul style="list-style-type: none"> • Quarterly & 6-Month Extension End Report Submission • Review and revise all written materials. • Submit required revisions to CDB
February 2010	<ul style="list-style-type: none"> • Spring Newsletter/Training Calendar Preparation & Distribution • Post Training Information on www.nhccrr.org • Detailed Work-Plan for Contract Period submitted for approval • Technology Policy submitted for approval
March 2010	<ul style="list-style-type: none"> • Quarterly Report Preparation • Provider Information Forms Disseminated • CCR&R Survey Disseminated • Outreach Plan • Memorandum of Agreement with Family Resource Center/s Submitted to CDB & FRC • Sharing of Provider Information Policy, Submitted to CDB
April 2010	<ul style="list-style-type: none"> • Quarterly Report Submission by 15th • Early Childhood & Credentialing Celebration • Week of the Young Child • Service Delivery Maintenance and Improvement Plan submitted to CDB, Described in B.3.5.3.c with results from CCR&R Survey
May 2010	<ul style="list-style-type: none"> • Summer Newsletter/Training Calendar Preparation & Distribution

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Date

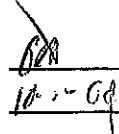
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Preliminary Training Plan – January 1, 2010 – June 30, 2011

Winter Training Calendar Plan - December, January, February			
January 2010		January 2011	
CCB: Early Learning Guidelines	Merrimack, 20 participants	CCB: Early Learning Guidelines	Hudson, 20 participants
Providers' Exchange	Nashua, 10 participants	Providers' Exchange	Nashua, 10 participants
Credentialing	Milford, 15 participants	**Providers' Choice	**Depends on Request
PCAN Training	Hudson, 20 participants	PCAN Training	Merrimack, 20 participants
February 2010		February 2011	
CCB: Understanding Children's Behavior, Exploring Temperaments	Nashua, 30 participants	CCB: How to Provide the Quality Care that Parents Look For	Merrimack, 20 participants
BTB: Communicating with Parents About Difficult Issues	Amherst, 20 participants	Providers' Exchange	Nashua, 10 participants
Providers' Exchange	Nashua, 10 participants	**Providers' Choice	**Depends on Request
Emergency Preparedness	Wilton, 15 participants	Credentialing	Hudson, 15 participants
Spring Training Calendar Plan - March, April, May			
March 2010		March 2011	
CCB: Caring for Infants & Toddlers	Amherst, 20 participants	CCB: Family Child Care Safety	Merrimack, 15 participants
*Licensing Q&A	Nashua, 20 participants	Providers' Exchange	Nashua, 10 participants
Providers' Exchange: CC Billing & Payment System	Nashua, 10 participants	**Providers' Choice	**Depends on Request
Strengthening Families	Hudson, 20 participants	Strengthening Families	Nashua, 20 participants
License Exempt Provider Recruitment Orientation	Nashua, 10 participants	License Exempt Provider Recruitment Orientation	Nashua, 10 participants
April 2010		April 2011	
CCB: Early Learning Guidelines	Nashua, 20 participants	CCB: Early Learning Guidelines	Merrimack, 20 participants
Providers' Exchange	Nashua, 10 participants	Providers' Exchange	Nashua, 10 participants
**Providers' Choice	*Depends on Request	*Licensing Q&A	Amherst, 20 participants

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Emotional Development (in process of being created as a CCB)	participants		
*Child Care Billing & Payment System w/CDB	Amherst, 15 participants		
October 2010		October 2011	
BTB: Financial Overview for Child Care	Hudson, 20 participants	TBD, pending Contract Renewal	
CCB: Meeting the Needs of All Children	Amherst, 20 participants		
Providers' Exchange: Credentialing	Nashua, 10 participants		
Providers' Choice	**Depends on Request		
November 2010		November 2011	
CCB: Understanding Children's Behavior, Positive Guidance Techniques	Nashua, 20 participants	TBD, pending Contract Renewal	
CCB: Early Learning Guidelines	Pelham, 20 participants		
Providers' Exchange	Nashua, 10 participants		
Winter Training Calendar Plan - December, January, February			
December 2010		December 2011	
BTB: Conflict Resolution	Amherst, 20 participants	TBD, pending Contract Renewal	
Providers' Exchange	Nashua, 10 participants		
**Providers' Choice	**Depends on Request		

*Estimated Timeframe For Training. Training would be collaborative with agency noted and set up at a time and date convenient for all.

**Providers' Choice workshops are based on requests by programs on workshop evaluations, the CCR&R Survey, and via telephone, email and/or in-person requests. Locations will be determined based upon area in which request was made or needed.

Please note: Training attendance historically is lessened during the summer months, training offerings are decreased as a result.

Contractor's Initials PKS

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Contract No. Section	Performance Measure	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Goal 1/1/10-6/30/10	Ach'vd 1/1/10-6/30/10	Goal SFY 2011	Ach'vd SFY 2011	Goal Total	Ach'vd Total	Status
15	2.6.1.n.(1) The number of Child Care Basics trainings offered.	3	4	2	5	3	3	6	7	12	13	18	20	
16	2.6.1.n.(2) The number of attendees at Child Care Basics trainings.								0		0	0	0	
17	2.6.1.n.(3) The number of other trainings offered.								0		0	0	0	
18	2.6.1.n.(4) The number of attendees at other trainings offered by the CCR&R.								0		0	0	0	
19	2.6.2.c.(1) The number of providers assisted in the licensing process.								0		0	0	0	
20	2.6.2.c.(2) The number of new credentials awarded.								0		0	0	0	
21	2.6.2.c.(3) The number of credentials renewed or awarded at a higher level.								0		0	0	0	

List trainings for current quarter only. Please list CC Basics or Beyond in bold.

	Workshop Title	Date	Location (town)	Presenter	Credential	# Attended	Collaborators	Comments
1								(i.e. fee charged)
2								cancelled due to snow
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

Please list the date(s) that you offer these required trainings throughout the year.

Workshop Title	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6
Early Learning Guidelines						
Business of Child Care						
CC Billing and Payment						
Recognizing & Reporting Child Abuse & Neglect						
Strengthening Families PCAN						
Emergency Preparedness						
First Aid						
Infant/Child CPR						
Water Safety (advertise and assist w/sign-in)						

Contract		Reporting Requirement						Total						Notes
Section	Follow-up	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 5	Qtr 6	Ach	ved					
2.43.b.(1)	# of clients assisted by the CCR&R								0					
2.43.b.(2)	# of FNAF clients assisted by the CCR&R								0					
2.43.b.(3)	# of follow-up attempts made								0					
2.43.b.(4)	# of follow-up surveys completed								0					
2.43.b.(5)	# of families satisfied with the care they found								0					
2.43.b.(6)	# of families that chose not to use care								0					
2.43.b.(7)	# of families whose search was still in process								0					
2.43.b.(8)	# of families who were unable to locate care								0					
2.43.b.(9)	Any child care needs of the family that were not met by their child care choice or options								0					
2.43.b.(10)	Any unmet child care needs of families on the wait list								0					
2.43.b.(11)	# of families who chose care from the referral list(s) they received from the CCR&R								0					
2.43.b.(12)	# of families who found the referrals they received helpful								0					
2.43.b.(13)	# of families who found the consumer education they received over the phone helpful								0					
2.43.b.(14)	# of families who found the written or posted consumer education they received or accessed helpful								0					
2.43.b.(15)	# of families who report they were able to identify indicators of quality in child care programs								0					
2.43.b.(16)	# of families who report that the CCR&R services were culturally competent								0					
2.5.f.(1)	# of child care providers closed permanently								0					
2.5.f.(2)	# of child care opportunities lost b provider closings								0					
2.5.f.(3)	# of net child care opportunities gained or lost								0					
2.61.o.(1-3)	See performance measure report													
2.62.d.(1)	# of times TA is provided in person								0					
2.62.d.(2)	# of times TA is provided by phone								0					
2.62.d.(3)	# of providers who became licensed								0					

Exhibit A Attachment C Quarterly and Annual Report

Contractor's Initials RL
Date 10/10/10

Challenges during this quarter: Please describe those areas where you have had challenges in meeting contract goals or completing work activities.

Other: Please highlight any activities, successes, challenges, etc., not captured elsewhere in the report.

Questions for the CDB: Please submit any questions you may have for the CDB regarding your work, CDB policy & procedure, and/or your contract.

Goals:

Progress from the previous quarter: Please assess the progress you've made in accomplishing the goals for the previous quarter.

For the coming quarter: If meeting with the Child Care Program Improvement Specialist this quarter, we will set these goals together. If not, please list 2-5 goals (depending on how much is involved in accomplishing them) that you will work on in the coming quarter.

Comments from the CDB: The Child Care Program Improvement Specialist will return comments to each CCR&R regarding their work during the previous quarter.

Contractor's Initials OK

Date 10/1/07

EXHIBIT B

METHOD, SCHEDULE, AND CONDITIONS PRECENT TO PAYMENT

Contract Agency: Southern New Hampshire Services, INC.

Program Period: January 1, 2010 through June 30, 2011
Or Date of Governor & Executive Council approval, whichever is later

1. This Contract is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.575, Federal Agency Health and Human Services, Child Care and Development Block Grant, in the amount of \$148,106.64 and CFDA #93.713 made possible by the American Recovery and Reinvestment Act (ARRA) in the amount of \$41,643.36. Subject to the availability of Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Contract, the State agency agrees to purchase from the Contractor services in the amount not to exceed \$189,750.00 (one hundred and eighty-nine thousand and seven hundred and fifty dollars) for services provided during the program period specified above.

2. Quarterly payments shall be made to the Contractor subject to the following conditions:

2.1 Payments shall be made on a quarterly cost reimbursement basis beginning April 15, 2010 for actual expenditures up to the total contract price incurred in the fulfillment of this agreement. The invoice, which shall be provided by DHHS after the approval of Governor & Executive Council, must be sent to:

Patrick McGowan, Contract Specialist
Child Development Bureau
Division for Children, Youth and Families
Department of Health and Human Services
129 Pleasant St., Concord, New Hampshire 03301

2.2 In lieu of hard copies, invoices may be assigned an electronic signature and be e-mailed to: patrick.mcgowan@dhhs.state.nh.us

2.3 Expenditures shall be in accordance with the approved line item budget shown in Exhibits B-1 and B-2. If applicable, this will include drawing down match funds consistently throughout the contract period. Any adjustment to a line item in excess of 10% of the original budget lines will require the prior written approval of the State. The Contractor must include a detailed explanation and revised line item budget figures.

2.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A.

2.5 A final payment request shall be submitted no later than sixty (60) days after the end of each fiscal year. Failure to submit the final invoice by that date may result in non-payment.

Contractor's Initials CM

Date 10-1-01

Exhibit B-2 – Nashua Budget Proposal

		SFY2010 Contract (1/1/10 - 6/30/10)			SFY2011 Contract (7/1/10 - 6/30/11)		
		DCYF Costs	Agency Match	Total	DCYF Costs	Agency Match	Total
A. Salaries and Wages							
Direct Support Staff		38,316		38,316	76,538		76,538.00
Indirect / Management Staff		5,645	3,065	8,710	11,290	6,131	17,421
Total:		\$43,961	\$3,065	\$47,026	\$87,828	\$6,131	\$93,959
B. Benefits							
Health and other related		3,574		3,574	7,297		7,297
Other benefits		8,161		8,161	16,202		16,202
Total:		\$11,735	\$	\$11,735	\$23,499	\$	\$23,499
C. Staff Training		\$400	\$	\$400	\$1,000	\$	\$1,000
D. Professional / Consultant Fees		\$1,900	\$	\$1,900	\$4,200	\$	\$4,200
E. Rental Costs		\$ 0	\$6,000	\$6,000	\$0	\$12,000	\$ 12,000
F. Rental, Lease, or Purchase of Minor Equipment		\$	\$	\$	\$	\$	\$
G. Equipment		\$	\$	\$	\$	\$	\$
H. Consumable Supplies		884		884	2,088		2,088
I. Food		390		390	800		800
J. Travel							
In-State Transportation		990		990	1,980		1,980
Out of State Transportation		300		300	500		500
Lodging / Food		800		800	1,000		1,000
Total:		\$5,664	\$	\$11,664	\$11,568	\$12,000	\$23,568
K. Utilities							
Phone / Internet		240		240	480		480
Heat/Fuel							
Electricity							
Total:		\$240		\$240	\$480		\$480
L. Other							
Printing/ Postage /FAX		575		575	1,200		1,200
Other (Credentialing)		75		75	225		225
Other (Memberships)		500		500	700		700
Other (CPR/First Aid)		500		500	1,000		1,000
Total:		\$1,650	\$	\$1,650	\$3,125	\$	\$3,125
GRAND TOTAL:		63,250	9,065.00	72,315	126,500	18,131.00	144,631

Contractor's Initials

Date

[Signature]
[Signature]

municipal authorities which shall impose any obligation or duty upon the Contractor/Grantee and subcontractor/subgrantee, including, but not limited to:

a. The Contractor/Grantee shall comply with, and shall require any subcontractor/subgrantee to comply with, applicable provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), and applicable federal, rules, orders, regulations and guidelines issued pursuant thereto, as amended from time to time, including, but not limited to:

Section 1512 Reporting:

ARRA imposes transparency, oversight and accountability requirements, including, without limitation, the reporting requirements in the Jobs Accountability Act in Section 1512.

Definitions. As used in this Section 1512 reporting clause, the following terms have the meaning set forth below:

Contract: means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications, grants, and cooperative agreements.

First-tier subcontract: means a subcontract awarded directly by a prime contractor whose contract is funded by ARRA.

Jobs created: means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the American Recovery and Reinvestment Act of 2009 (Recovery Act). This definition covers contractor/grantee positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the contractor/grantee. For instance, two full-time employees and one part-time employee working half days would be reported as 2.5 FTE in each month.

Jobs retained: means an estimate of those previously existing filled positions that are retained as a result of funding by ARRA. This definition covers contractor positions established in the United States and outlying areas (see definition in FAR 2.101). The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule, as defined by the

funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment; and
 (7) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

The Contractor/Grantee agrees to provide the following data required by the Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101, for both the contractor/grantee and any subcontractor(s)/subgrantee(s):

- (1) The name of the entity receiving the award (must match the name used for establishing the entity's DUNS number and Contractor Central Registry);
- (2) The amount of the award;
- (3) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance Number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- (4) The location of the entity receiving the award and the primary location of performance under the award, including the city State, congressional district, and county;
- (5) The DUNS number and Central Contractor Registry numbers of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity; and
- (6) Any other relevant information specified by the Office of Management and Budget ("OMB"). Currently no further information is being required by OMB.

This contract requires the Contractor/Grantee to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice is submitted prior to the last day of each month, are due no later than the fifth day of each month.

The Contractor/Grantee shall report the following additional information, to the contracting officer or grant manager identified in this contract/grant in an Excel spreadsheet or paper report in the form provided by the State. The State agrees to provide the Contractor/Grantee with a report form that has pre-filled the data elements known to the State:

- (1) The Government contract and order number, as applicable;

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts/subgrants valued at less than \$25,000 or any subcontracts/subgrants awarded to an individual, or subcontracts/subgrants awarded to a subcontractor/subgrantee that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts/subgrants awarded in the month and their aggregate total dollar amount.

(10) For any first-tier subcontract/subgrant funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 9, the contractor shall require the subcontractor/subgrantee to provide the information described in (i), (ix), (x), and (xi) below to the contractor for the purposes of the monthly report. The contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor/subgrantee receiving the award and for the subcontractor's/subgrantee's parent company, if the subcontractor/subgrantee has a parent company;

(ii) Name of the subcontractor/subgrantee;

(iii) Amount of the subcontract/subgrant award;

(iv) Date of the subcontract/subgrant award;

(v) The applicable North American Industry Classification System (NAICS) code;

(vi) Funding agency;

(vii) A description of the products or services (including construction) being provided under the subcontract/subgrant, including the overall purpose and expected outcomes or results of the subcontract/subgrant;

(viii) Subcontract/subgrant number (the contract number assigned by the prime contractor);

(1) Examine any of the Contractor's/Grantee's or any subcontractor's/subgrantee's records that pertain to and involve transactions relating to this contract/grant or a subcontract/subgrant hereunder; and

(2) Interview any officer or employee regarding such transactions. The Contractor/Grantee shall insert a clause containing all the terms of this section, including this paragraph, in all subcontracts under this contract. The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer/Grant Manager under the Government prime contract.

Whistleblower Protection Notice:

ARRA Section 1553 establishes whistleblower protections that apply to the contractor/grantee, and any sub-contractor/subgrantee pursuant to this agreement. The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The Contractor shall include the substance of this clause including this paragraph in all subcontracts. The posted notice required by this clause shall include contact information to report fraud, waste, or abuse to the Inspector General of the federal department that is the source of the ARRA funds for this contract/grant, fraud to the New Hampshire Attorney General's Office Criminal Bureau, and waste or abuse to the Office of Economic Stimulus. A notice for this purpose is available at <http://www.nh.gov/recovery/>.

4. The Contractor/Grantee agrees to comply with the Emergency Economic Stabilization Act of 2008 requirements (as amended in Section 1608 of the Recovery Act), 12 U.S.C. 5217(b), which provide for the inclusion and utilization, to the maximum extent practicable, of minorities (as such term is defined in section 1204(c) of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. 1811 note)) and women, and minority- and women-owned businesses (as such terms are defined in 12 U.S.C. 1441a(r)(4) of this title), and individuals with disabilities and businesses owned by individuals with disabilities;

5. The Contractor/Grantee agrees to comply with the National Environmental Policy Act of 1969 (P.L. 91-190) requirements in Section 1609, including requirements for plans and projects to be reviewed and documented in accordance with those processes; and Executive Order 11514; notification of violating facilities pursuant to Executive Order 11738; protection of wetlands pursuant to Executive Order 11990 and State law; evaluation of flood hazards in floodplains in accordance with Executive Order 11988; assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

Limitations on the use of federal Grant or Contract Funds for Lobbying:

a. The law prohibits Federal funds from being expended by the recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement. The extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement is also covered.

b. Federal-aid contractors, consultants, and grant recipients as well as lower tier subcontractors, subconsultants, and grant sub-recipients are also subject to the lobbying prohibition.

c. To assure compliance, for any contract or grant, including any sub-contract or grant exceeding \$100,000 the contractor/grantee and sub-contractor/sub-grantee must submit and update as required a "Disclosure of Lobbying Activities" form, (OMB Standard Form LLL), available at <http://www.nh.gov/recovery/library/index.htm>.

1. During the grant or contract period, contractors/grantees and sub-contractors/sub-grantees must file disclosure form (Standard Form LLL) at the end of each calendar year in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any previously filed disclosure form.

2. Lower tier certifications should be maintained by the next tier above (i.e. prime contractors/grantees will keep the subcontractors/subgrantee's certification on file, etc.)

3. Standard Form LLL will be provided during contract execution for utilization during the required contract period.

Funds appropriated under the ARRA can, under certain circumstances, be used for grants to nonprofit organizations. However, grants cannot be awarded to a nonprofit organization classified by the Internal Revenue Service as a 501(c)(4) organization unless that organization certifies that it will not engage in lobbying activities, even with their own funds (see Section 18 of the Lobbying Disclosure Act, 2 U.S.C.A § 1611).

9. The Contractor/Grantee agrees to comply with The National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 *et. seq.*); and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes.

10. The Contractor/Grantee, and any subcontractor/subgrantee, shall immediately refer to an appropriate inspector general within the U.S. Department of Health and Human Services Office of the Inspector General, and to the Public Integrity Unit of the New Hampshire Attorney General's Office (603) 271-3671, any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or subgrantee, or other person has submitted a

awards of incremental Recovery Act funds from regular sub-awards under the existing program.

Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General, the Government Accountability Office, and the State of New Hampshire.

Where applicable, Recipients will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

15. Debarment. The Contractor/Grantee by signing this Agreement certifies that the Contractor/Grantee, including all principals, is not currently under debarment or suspension and has not been under debarment or suspension within the past three years, as required by 49 CFR 29.510. The Contractor/Grantee agrees to notify the Contracting Officer/Grant Manager within 30 days of being debarred or suspended from federal government contracts.

16. The Contractor/Grantee certifies by entering into this contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this Agreement.

17. The Contractor/Grantee agrees to comply with the prohibitions on the giving of gifts to public officials established by RSA chapter 15-B.

18. The Contractor/Grantee agrees to post any job openings resulting from this contract/grant on the Department of Employment Security NHWorks Job Match System, available at <https://nhworksjobmatch.nhes.nh.gov/>.

19. The Contractor/Grantee shall cause the provisions of this Exhibit C of the General Provisions to be inserted in all subcontracts for any work or project activities covered by this Agreement so that the provisions will be binding on each subcontractor or subgrantee. The Contractor/Grantee shall take such action with respect to any subcontract as the State, or, the United States, may direct as a means of enforcing such provisions, including without limitation, sanctions for noncompliance.

The following Buy American contract term shall be included in any contract or grant where the ARRA funds being awarded by contract or grant that will or may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work. Contracting Officers and Grant Managers must determine if the project/grant is subject to any other federal "Buy American" or "Buy America" laws. The Contract Manager or Grant Manager shall substitute the federally-mandated contract term for this term where the federal agency providing ARRA funds has provided specific language regarding that federal program's "Buy America" or "Buy American" requirements. To the extent the responsible federal Secretary has waived the application of "Buy American" or "Buy America" requirements for specified iron, steel, or manufactured goods, a list of pertinent waived items should be incorporated into the contract. Consult with the Assistant Attorney General assigned to your Department and/or the Business Supervisor from the Department of Administrative Services assigned to your Department for assistance if needed.

Buy American:

The Contractor/Grantee agrees to comply with the Buy American requirements in Section 1605 of ARRA. Unless this requirement has been waived by a competent federal authority pursuant to 2 CFR 176.140, none of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. When using funds appropriated under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), the definition of "domestic manufactured construction material" requires manufacture in the United States but does not include a requirement with regard to the origin of the components. Production in the United States of the iron or steel used as construction material requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured construction material. There is no requirement with regard to the origin of components or subcomponents in other manufactured construction material, as long as the manufacture of the construction material occurs in the United States.

As used in this "Buy American" term and condition:

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been:

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the bid solicitation and the provisions of ARRA Section 1605, the Contractor certifies that the bid on which this contract is based reflects the Contractor's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
2. Verification of U.S. Production: The Contractor certifies that all components contained in the bid solicitation that are American-made have been so identified, and the Contractor agrees that it will provide reasonable, sufficient, and timely verification to the State of the U.S. production of each component so identified.

week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where the poster and wage determination can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor.

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the NH Department of Health and Human Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the NH Department of Health and Human Services, the contractor, or the Wage and Hour Division of the

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and New Hampshire RSA Chapter 641.

(b) Contract Work Hours and Safety Standards Act. For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States and the State of New Hampshire, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The NH Department of Health and Human Services shall upon its own action or upon written request of an authorized representative of the federal Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held

The following term shall be included only for contracts involving the construction, reconstruction, alternation, remodeling, installation, demolition, maintenance, or repair of any public work or building with a total project cost of \$100,000 or more. It is required by RSA 277:5-a for such projects paid for in whole or in part by State funds and is a required contract term where only state managed federal funds will pay for the project.

The Contractor/Grantee agrees to have an Occupational Safety and Health Administration (OSHA) 10-hour construction safety program for their on-site employees that complies with the requirements set forth in RSA 277:5-a.

8.1 Fiscal Records: Books, records, documents and other data evidencing and reflecting all Costs and other expenses incurred by the Provider in the performance of the Agreement, and all income received by the Provider during the Program Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such Costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2 Statistical Records: Program statistical and enrollment, attendance or visit records for each recipient of Services during the Program Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of Services and all invoices submitted to the Department to obtain payment for such services.

8.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Provider shall retain medical records on each patient/recipient of Services. (Social Services Block Grant).

9. Audit and Review: During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

10. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Agreement to which exception has been taken or which have been disallowed because of such an exception.

11. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

12. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the Services and the Agreement shall be confidential and shall not be disclosed by the Provider, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the Services and the Agreement; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased Services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Agreement for any reason whatsoever.

13. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

13.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

13.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Agreement. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward to goals and objectives stated in the Proposal and other information required by the Department.

14. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of Units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate; provided however,

Contractor's Initials GM

Date 10-1-09

Exhibit C-2
Additional Special Provisions

1) Gratuities or Kickbacks

The Contractor agrees that it is a breach of this Agreement to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Agreement. The State may terminate this Agreement and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

2) Retroactive Payments-Individual Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any services provided to any individual prior to the Effective Date of this Agreement and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

3) Retroactive Payments-Contractor Services

Notwithstanding anything to the contrary contained in this Agreement or in any other document, agreement or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for any costs incurred for any purposes prior to the Effective Date of the Agreement.

4) Audit Requirement

On or before the date set forth in Section 1.7 of these General Provisions, the Contractor shall deliver to the State, at the address set forth in Section 1.2 of these General Provisions, an independent audit performed by a Certified Public Accountant, of the Contractor, including the funds received under this Agreement.

The following requirement shall apply if the Contractor is a State or Local Government or an Institution of Higher Education or Other Non-Profit Organization: If the federal funds expended under this or any other Agreement from any and all sources exceeds \$500,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations for fiscal years ending on or after December 31, 2003.

5) Credits

All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services or the Agreement shall include the following statement: "The preparation of this (report, document, etc.) was financed under an Agreement with the State of New Hampshire, Department of Health and Human Services, Division for Children, Youth and Families), with funds provided in part or in whole by the (State of New Hampshire and/or United States Department of Health and Human Services.)"

6) Debarment, Suspension and Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

7) Option for Renewal

The Division for Youth, Children and Families reserves the right to renew this contract for up to an additional four years, subject to the continued availability of funds, satisfactory performance of services and approval of Governor and Executive Council.

Contractor's Initials OK

Date 10-9-09

**CERTIFICATE REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS, cont'd**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, State, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Southern New Hampshire Services, Inc.
Contractor Name

From: 1/01/10 To: 06/30/11
Period Covered by this Certification

Gale F. Hennessy, Executive Director
Name and Title of Authorized Contractor Representative


Contractor Representative Signature

10-1-07
Date

Contractor's Initials 

Date 10-1-07


STANDARD EXHIBIT F

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12529 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

Contractor's Initials 

Date 10-1-09

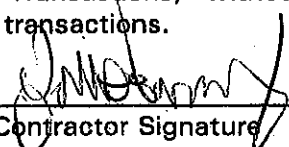
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS, cont'd**

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions
(To Be Supplied to Lower Tier Participants)**

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


Contractor Signature

Executive Director

Contractor's Representative Title

Southern New Hampshire Services, Inc.

10-1-09

Contractor Name

Date

Contractor's Initials

Date

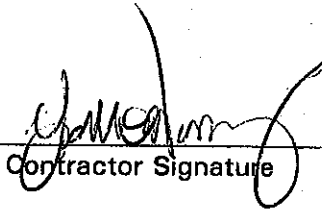
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Contractor Signature

Executive Director
Contractor's Representative Title

Southern New Hampshire Services, Inc.
Contractor Name

12-19
Date

Contractor's Initials 

Date 12-1-89

(2)


Use and Disclosure of Protected Health Information

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- (i) for the proper management and administration of the Business Associate;
 - (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
 - (iii) for data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3)

Obligations and Activities of Business Associate

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.
- b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.


10-1-01

as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

6/10
10-1-05

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Division for Children, Youth and Families

Southern New Hampshire Services, Inc.

State of New Hampshire Agency Name

Contractor Name

Signature of Authorized Representative

Contractor Representative
Signature

Maggie Bishop

Gale F. Hennessy

Authorized DHHS Representative Name

Authorized Contractor
Representative Name

Director

Executive Director

Authorized DHHS Representative Title

Authorized Contractor
Representative Title

Date

Date

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Mary M. Moriarty, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Southern New Hampshire Services, Inc.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Corporation duly held on 9/24/09:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services, for the provision of Child Care Resource and Referral services.

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 1st day of October, 2009.
(Date Contract Signed)

4. Gale F. Hennessy is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Mary M. Moriarty
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of October, 2009.

By Mary M. Moriarty
(Name of Clerk of the Corporation)

Diane P. Erickson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 3, 2014



Southern New Hampshire Services, Inc.
The Community Action Partnership for Hillsborough County
Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:
 - 1. Secure and retain meaningful employment
 - 2. Attain an adequate education
 - 3. Make better use of available income
 - 4. Obtain and maintain adequate housing and a suitable living environment
 - 5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
 - 6. Remove obstacles and solve problems which block the achievement of self-sufficiency
 - 7. Achieve greater participation in the affairs of the community, and
 - 8. Make more effective use of other programs related to the purposes of the enabling federal legislation.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.
- D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

JULY 31, 2008

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SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JULY 31, 2008

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Federal Expenditures
U.S. DEPARTMENT OF AGRICULTURE:		
Passed-through Belknap Merrimack Community Action Agency - Emergency Assistance Food Program	10.550	\$ 191,314
Passed-through State of New Hampshire Department of Health and Human Services - Women, Infants, and Children	10.557	4,287,938
Commodity Supplemental Food Program	10.565	876,093
WIC Farmer's Market Nutrition Program	10.572	76,000
Passed-through State of New Hampshire Department of Education - Food Services	10.558	262,502
Summer Food Service Program for Children	10.559	133,721
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT		
Passed-through State of New Hampshire Division of Behavioral Health - ALPHA Peer	14.218	78,835
Homeless Outreach Intervention Program	14.235	82,499
Passed-through State of New Hampshire Division of Mental Health and Developmental Services - Homeless Prevention	14.231	39,800
Passed-through Belknap Merrimack Community Action Agency - HOME Investment Partnerships Program	14.239	63,079
U.S. DEPARTMENT OF LABOR		
Passed-through Workforce Opportunity Council - WIA - Adult Program	17.258	1,426,493
WIA - Dislocated Worker Program	17.260	1,890,932
U.S. DEPARTMENT OF ENERGY:		
Passed-through State of New Hampshire Governor's Office of Planning - Weatherization Assistance for Low-Income Persons	81.042	315,322

See accompanying independent auditors' report and note to schedule of expenditures of federal awards.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
JULY 31, 2008

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards includes the federal grant activity of Southern New Hampshire Services, Inc., and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in preparation of, the basic financial statements.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of management, the Board of Directors, others within the Entity and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Certified Public Accountants

Internal Control Over Compliance

The management of Southern New Hampshire Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered Southern New Hampshire Services, Inc.'s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Entity's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal courses of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Entity's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as described above.

This report is intended solely for the information and use of management, the Board of Directors, others within the entity, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Ron L. Beaulieu & Co.

Certified Public Accountants

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
JULY 31, 2008

Section II - Financial Statement Findings

No Findings

Section III - Federal Award Findings and Questioned Costs

No Matters Reported

SOUTHERN NEW HAMPSHIRE SERVICES, INC.

JULY 31, 2008

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SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF FINANCIAL POSITION
JULY 31,

ASSETS	<u>2008</u>	<u>2007</u>
CURRENT ASSETS		
Cash	\$ 3,021,886	\$ 3,915,745
Investments	1,919,051	1,647,881
Accounts receivable	2,369,787	3,131,988
Prepaid expenses	285,612	243,595
Inventory	-	-
Fees receivable	125,350	116,304
Total current assets	<u>7,721,686</u>	<u>9,055,513</u>
FIXED ASSETS		
Land	3,892,877	2,526,804
Buildings and improvements	50,173,887	48,249,182
Vehicles and equipment	1,669,819	1,618,255
Total fixed assets	<u>55,736,583</u>	<u>52,394,241</u>
Less - accumulated depreciation	<u>(12,451,028)</u>	<u>(10,935,365)</u>
Net fixed assets	<u>43,285,555</u>	<u>41,458,876</u>
OTHER ASSETS		
Restricted cash	1,740,545	1,487,355
Miscellaneous other assets	172,611	177,949
Total other assets	<u>1,913,156</u>	<u>1,665,304</u>
TOTAL ASSETS	<u><u>\$ 52,920,397</u></u>	<u><u>\$ 52,179,693</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	794,797	\$ 1,125,481
Accrued payroll and payroll taxes	255,774	405,590
Accrued compensated absences	431,557	407,896
Accrued other liabilities	183,186	332,877
Deferred revenue	1,775,652	1,801,868
Tenant security deposits	205,397	200,484
Current portion of long-term debt	135,846	222,015
Total current liabilities	<u>3,782,209</u>	<u>4,496,211</u>
LONG-TERM DEBT, less current portion	<u>47,552,024</u>	<u>45,926,195</u>
TOTAL LIABILITIES	<u>51,334,233</u>	<u>50,422,406</u>
NET ASSETS		
Unrestricted	<u>1,586,164</u>	<u>1,757,287</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 52,920,397</u></u>	<u><u>\$ 52,179,693</u></u>

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2008

	Program Services					Housing and Homeless	Nutrition and Health
	Child Development	Community Services	Economic Workforce Development	Energy	Hispanic-Lat. Community Services		
Payroll	\$ 2,650,219	\$ 600,165	\$ 1,655,611	\$ 804,549	\$ 126,570	\$ 55,293	\$ 725,783
Payroll taxes	220,688	47,867	133,008	67,501	11,415	4,726	62,094
Fringe benefits	474,091	77,038	187,850	153,516	12,060	11,485	102,192
Workers comp. insurance	33,248	9,045	21,915	10,804	1,706	828	14,168
Retirement benefits	101,204	47,313	80,280	39,412	-	3,052	28,790
Consultant and contractual	90,093	30,265	3,998,862	393,635	5,488	170	70,950
Travel and transportation	34,368	14,799	64,633	30,506	6,228	1,685	36,141
Conferences and meetings	363	27,335	3,563	8,630	100	-	525
Occupancy	308,208	31,338	319,269	47,098	13,007	-	106,895
Advertising	4,503	5,393	3,801	1,973	-	-	2,931
Supplies	117,298	31,496	70,786	31,631	1,946	141	64,105
Equip. rentals and maintenance	8,446	4,285	95,945	8,539	285	-	24,551
Insurance	8,269	54,701	993	6,791	391	-	6,507
Telephone	29,961	12,530	39,862	16,332	2,960	1,355	20,839
Postage	7,473	3,553	2,286	25,194	540	-	1,105
Printing and publications	8,347	11,100	-	-	-	37	-
Subscriptions	26	2,932	15	225	-	-	-
Program support	-	53,245	1,833	-	-	-	-
Interest	2,333	29	-	-	-	-	-
Depreciation	49,421	12,683	11,495	4,408	2,884	-	7,036
Assistance to clients	646,969	4,763	2,126,136	6,064,995	-	-	-
Other direct expense	71,868	7,384	45,249	9,159	-	80	187,387
Miscellaneous	20,192	80,510	2,067	455	5,884	15	2,659
In-kind	918,633	-	-	-	-	-	-
Loss on disposal of assets	-	-	-	-	-	-	-
Indirect costs	-	-	-	-	-	-	-
TOTAL	\$ 5,806,221	\$ 1,169,769	\$ 8,865,459	\$ 7,725,353	\$ 191,464	\$ 78,867	\$ 1,464,658

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED 2007

	Program Services				
	Child Development	Community Services	Economic Workforce Development	Hispanic-Lat. Community Services	Housing and Homeless
Payroll	\$ 2,361,786	\$ 642,981	\$ 1,379,655	\$ 776,539	\$ 66,827
Payroll taxes	197,420	49,981	110,365	65,330	5,500
Fringe benefits	452,935	81,083	169,841	140,148	12,142
Workers comp. insurance	51,918	16,195	34,344	19,560	1,667
Retirement benefits	86,047	48,014	70,038	28,820	4,300
Consultant and contractual	110,064	36,575	3,547,097	540,729	190
Travel and transportation	27,779	15,346	41,764	25,648	951
Conferences and meetings	2,443	16,190	5,400	3,489	-
Occupancy	249,492	23,065	163,562	55,453	-
Advertising	4,978	9,294	15,375	2,371	-
Supplies	131,995	23,319	38,068	32,219	3,750
Equip. rentals and maintenance	13,556	88,235	296,323	10,735	-
Insurance	20,856	49,246	1,303	11,130	107
Telephone	26,273	14,976	30,040	15,636	55
Postage	4,076	2,710	1,935	27,035	-
Printing and publications	5,777	6,324	1,038	496	3,310
Subscriptions	-	2,916	398	65	-
Program support	-	119,916	692	-	37
Interest	-	-	-	-	-
Depreciation	3,444	-	-	-	-
Assistance to clients	49,574	11,293	11,495	-	269
Other direct expense	173,545	15,402	1,827,143	4,924	-
Miscellaneous	71,143	1,407	68,614	5,538,382	-
In-kind	24,150	119,477	4,334	7,253	5,760
Loss on disposal of assets	866,039	-	-	373	-
TOTAL	\$ 4,935,290	\$ 1,393,945	\$ 7,818,824	\$ 7,306,335	\$ 99,761
				\$ 196,847	\$ 1,388,907

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JULY 31,

	<u>2008</u>	<u>2007</u>
OPERATING ACTIVITIES		
Change in net assets	\$ (171,123)	\$ (227,031)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	1,586,142	1,678,242
Loss on disposal of assets	29,344	215,018
Changes in operating assets and liabilities		
(Increase) decrease in investments	(271,170)	(778,418)
(Increase) decrease in accounts receivable	762,201	(344,697)
(Increase) decrease in prepaid expenses	(42,017)	(44,514)
(Increase) decrease in inventory	-	13,504
(Increase) decrease in fees receivable	(9,046)	7,313
Increase (decrease) in accounts payable	(330,684)	58,668
Increase (decrease) in accrued payroll and payroll taxes	(149,816)	72,138
Increase (decrease) in accrued comp. absences	23,661	27,019
Increase (decrease) in accrued other liabilities	(149,691)	124,409
Increase (decrease) in deferred revenue	(26,216)	299,600
Increase (decrease) in tenant security deposits	4,913	26,040
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>1,256,498</u>	<u>1,127,291</u>
INVESTING ACTIVITIES		
Purchase of fixed assets	(3,442,165)	(2,535,094)
Other financing activities	5,338	(5,338)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(3,436,827)</u>	<u>(2,540,432)</u>
FINANCING ACTIVITIES		
Proceeds from long-term debt	1,723,832	2,480,782
Payments on long-term debt	(184,172)	(263,611)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>1,539,660</u>	<u>2,217,171</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(640,669)</u>	<u>804,030</u>
CASH AND CASH EQUIVALENTS - AUGUST 1	<u>5,403,100</u>	<u>4,599,070</u>
CASH AND CASH EQUIVALENTS - JULY 31	<u>\$ 4,762,431</u>	<u>\$ 5,403,100</u>
RECONCILIATION OF CASH BALANCE TO STATEMENTS OF FINANCIAL POSITION		
Cash	3,021,886	3,915,745
Restricted cash	1,740,545	1,487,355
Total cash	<u>\$ 4,762,431</u>	<u>\$ 5,403,100</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for:		
Interest	<u>\$ 281,145</u>	<u>\$ 295,290</u>

See accompanying independent auditors' report and notes to financial statements.

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
JULY 31, 2008 AND 2007

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fixed asset acquisitions

Fixed assets acquired by the Corporation are capitalized at cost and depreciated over their estimated useful lives on a straight-line method. It is the Corporation's policy to capitalize expenditures for these items in excess of \$5,000.

Indirect cost allocation

Costs of administration are allocated among programs according to a formula that distributes the pooled administrative costs to programs on the basis of percentage of direct program cost excluding direct client assistance and equipment purchases.

In-kind

In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Corporation during the current fiscal year.

NOTE 2 - CASH

The Corporation maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 per financial institution. In addition, the Corporation has entered into an agreement with its principal banking partner to collateralize all deposits in excess of the FDIC insurance limitation. Therefore, as of July 31, 2008, there are no uninsured cash balances. It is the opinion of management that the solvency of the referenced financial institutions is not of particular concern at this time.

NOTE 3 - OPERATING LEASES

The Corporation leases various facilities throughout Hillsborough County under several operating leases. Total lease payments for the years ended July 31, 2008 and 2007 equaled \$485,192 and \$336,999, respectively.

The following is a schedule of future minimum lease payments for the operating leases as of July 31, 2008:

2009	\$	-
2010		-
2011		-
2012		-
2013		-

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
JULY 31, 2008 AND 2007

NOTE 4 – LONG-TERM DEBT (CONTINUED)

<u>Housing Corporations</u>	<u>2008</u>	<u>2007</u>
Mortgage payable between HUD and Rural Housing for the Elderly II, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 3,167,260	\$ 3,167,260
Mortgage payable between HUD and SNHS Rural Housing for the Elderly, Inc., secured by real estate located in Greenville, NH, payable in monthly installments of \$18,051 including interest through 2021. Interest is at 7.625%.	2,657,949	2,689,508
Mortgage payable between HUD and SNHS Elderly Housing, Inc., secured by real estate located in Epping, NH, payable in monthly installments of \$7,793 including interest through 2028. Interest is at 9.000%.	882,163	895,620
Mortgage payable between HUD and Sundial Elderly Housing, Inc., secured by real estate located in Nashua, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is 0.000%.	4,278,218	4,278,218
Mortgage payable between HUD and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	3,460,700	3,423,293
Mortgage payable between the Town of Northwood and SNHS Northwood Elderly Housing, Inc., secured by real estate located in Northwood, NH. Mortgage will be forgiven if real estate remains low income housing for 20 years and the entity does not generate residual receipts. Interest is at 0.000%.	95,000	95,000
Mortgage payable between HUD and SNHS Farmington Elderly Housing, Inc., secured by real estate located in Manchester, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,841,617	2,841,617

SOUTHERN NEW HAMPSHIRE SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
JULY 31, 2008 AND 2007

NOTE 4 - LONG-TERM DEBT (CONTINUED)

	<u>2008</u>	<u>2007</u>
Mortgage payable between HUD and SNHS Pittsburg Elderly Housing, Inc., secured by real estate located in Pittsburg, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	\$ 1,479,700	\$ 1,479,700
Mortgage payable between HUD and SNHS North Berwick Elderly Housing, Inc., secured by real estate located in North Berwick, ME. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	2,016,067	2,016,067
Mortgage payable between HUD and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	1,566,333	1,566,333
Mortgage payable between NHHFA and SNHS Greenfield Elderly Housing, Inc., secured by real estate located in Greenfield, NH. Mortgage payments are based upon surplus cash. Remaining balance due in 2040 or upon sale of the property. Interest is at 0.000%.	450,000	450,000
Mortgage payable between HUD and SNHS Ashland Housing, Inc., secured by real estate located in Ashland, NH. Mortgage will be forgiven if real estate remains low income housing for 40 years. Interest is at 0.000%.	<u>3,289,363</u>	<u>1,602,938</u>
Total Long Term Debt	<u>\$ 47,687,870</u>	<u>\$ 46,148,210</u>
Current portion	\$ 135,846	\$ 222,015
Long-term portion	<u>47,552,024</u>	<u>45,926,195</u>
	<u>\$ 47,687,870</u>	<u>\$ 46,148,210</u>

Principal maturities for long-term debt for the subsequent fiscal years from July 31, 2008, are as follows:

2009	\$ 135,846
2010	134,132
2011	141,091
2012	150,603
2013	146,844

SOUTH RIVER NEW HAMPSHIRE SERVICES, INC.

The Community Action Agency for Hillsborough County

BOARD OF DIRECTORS

September 2009

Public Sector:

Lou D'Allesandro
332 St. James Avenue
Manchester, NH 03102
NH State Senator
Home: 669-3494
Work: 271-2117

Linda T. Foster
3 Blood Road
Mont Vernon, NH 03057
NH State Rep (*District 4*)
Home: 673-6104

Constance J. Erickson, *Treasurer*
13 April Drive
Nashua, NH 03060-2101
Representing Shirley Santerre
(Clerk of Ward 4 Nashua)
Home: 888-0431
Work: 595-1925

Christopher Pappas
419 Walnut Street
Manchester, NH 03104
Hillsborough County Treasurer
Home: 669-0236

Tom Mullins
33 East Road
Greenfield, NH 03047
Greenfield Town Moderator
Home: 547-2362
Work: 357-9806

Paul M. Chasse, Jr.
26 Balcom Street
Nashua, NH 03060
Alderman, City of Nashua
Home: 889-6331

Private Sector:

Richard Delay, Sr., *Chairman*
74 Dodge Street
Bennington, NH 03442
NH Grocers Association
Home: 588-2470
Work: 547-3414

Mary M. Moriarty, *Secretary*
62 Coventry Ct.
P. O. Box 2
Merrimack, NH 03054
St. John Neumann Church
Home: 424-5685

German J. Ortiz
8 Reverend Houston Drive
Bedford, NH 03110
Hispanic/Latino
Community Services
Home: 471-0753
Work: 668-5100

Dolores Bellavance, *Vice-Chairman*
3 Denise Street
Nashua, NH 03063
United Way, Nashua
Home: 882-9528

Wayne R. Johnson
17 Valhalla Drive
Nashua, NH 03062-1629
National Association for the
Advancement of Colored People
Home: 882-7921

Patricia Spirou
99 Ward Street
Manchester, NH 03104
Southern New Hampshire University
Home: 669-6386

Representatives of the Low-Income:

Representing Manchester
James Brown
325 Beaver Street
Manchester, NH 03104
Home: 669-3922

Representing Nashua
Norma Roy
145 Ledge Street
Nashua, NH 03060
Home: 595-9210

Representing Towns
Martha Verville
5 Wyman Road
New Ipswich, NH 03071
Home: 878-0692

Roland Houle
1830 Front Street, #3H
Manchester, NH 03102
Home: 627-6916

Janet Allard
76 Temple Street, Apt. 107
Nashua, NH 03060
Home: 889-0328

Leo G. Sauve, Sr.
1 North Mast Street
Goffstown, NH 03045
Home: 497-4758

Head Start-Policy Council

Nancy Guthrie
49 Appleton Street
Manchester, NH 03104
Home: 860-8036



OBJECTIVE:

To work in a supportive setting, fostering the growth of early childhood educators, along with the children and families they serve as a Program Manager for the Nashua CCR&R.

EXPERIENCE:

October 2008 – Present

CHILD CARE R&R MANAGER

-Southern NH Services, Nashua, NH

- ✍ **CHILD CARE RESOURCE & REFERRAL MANAGER:** Coordinate and oversee SNHS CCR&R operations as they relate to the delivery of Resource & Referral (R&R) services, recruitment of, and technical assistance to child care programs in Greater Nashua area in relation to NH State licensure, credentialing, accreditation, child care boost, licensed plus, etc. Database management and coordination of training component, including direct provision of training, where appropriate, to providers and families. Compile and analyze services quarterly as they pertain to performance measures.

October 2007 – October 2008

**CHILD CARE R&R & CACFP
COORDINATOR/MANAGER**

-RCA Child Care Services, Salem, NH

- ✍ **CHILD CARE RESOURCE & REFERRAL COORDINATOR:** Coordinate and oversee RCA Child Care Services operations as they relate to delivery of Resource & Referral (R&R) services, recruitment of, and technical assistance to child care programs in relation to NH State licensure, credentialing, accreditation, support, etc. Database management and coordination of training component, including direct provision of training, where appropriate, to providers and parents. Compile and analyze services quarterly as they pertain to performance measures.
- ✍ **CHILD AND ADULT FOOD PROGRAM COORDINATOR/MANAGER:** Coordinate and oversee CACFP operations as they pertain to the Child and Adult Care Food Program. Assess and evaluate completed monthly menus. Support CACFP providers through in-home meal reviews and phone and email consultation.

August 2005 – October 2007

**LICENSING & EVALUATION
COORDINATOR**

**-Bureau of Child Care Licensing,
Concord, NH**

- ✍ **LICENSING & EVALUATION COORDINATOR:** Plan and coordinate professional assessments of a variety of residential and non-residential child care programs. Provides technical assistance and utilizes specialized knowledge and skills in evaluating and analyzing programs or operations. Coordinates complex complaint investigations and conducts independent investigations. Evaluates compliance with applicable state and federal laws and regulations regarding health and safety in child care programs.

August 2002 – August 2006

CHILD CARE R&R COORDINATOR

-RCA Child Care Services, Salem, NH

- ✍ **CHILD CARE RESOURCE & REFERRAL COORDINATOR:** Coordinate RCA Child Care Services operations as they relate to delivery of Resource & Referral (R&R) services, recruitment of, and technical assistance to residential and nonresidential child care programs in relation to NH State licensure, credentialing, accreditation, support, etc. Database management, and coordination of training component, including direct provision of training, where appropriate, to providers and parents. Compile and analyze services quarterly as they pertain to performance measures.

January 2002 – August 2002

LEAD TEACHER

-Kindercare Inc, Londonderry, NH

- ✍ **LEAD TEACHER:** Lead teacher in Infant Classroom overseeing daily care for up to 9 infants. Duties consisted of planning and implementing monthly themes throughout day, compiling and producing newsletters and daily plans, communicating with parents on daily basis through verbal interaction and daily activity sheets, and attending workshops to further education in field of early childhood.

September 2004 – Present
August 2002 – August 2005
June 2004 - Present
June 2004 – August 2005
June 2003 – August 2004

June 2002 - Present
September 2002 – June 2004

DVS PTA (Derry Village School PTA): Member
NHCCR&R Network: Member/President (5/05-8/05)/Vice-President (10/04 – 5/05)
NHAEYC: Recording Secretary.
ELG TF (Early Learning Guidelines Task Force): Member
eeECE (educating for excellence through Early Childhood Educators):
Secretary
NAEYC (National Association for the Education of Young Children): Member
GSFCCA (Greater Salem Family Child Care Association): Honorary Member

SPECIALIZED TRAINING/WORKSHOP SESSIONS:

Baby Signs & Toddler Talk; Incorporating Sign Language Into Your Infant/Toddler Program; The ABC's of Sign; Sign Language 101; Simple Songs in Sign; Write it Down, Read it Loud, Sign it Proud: The Basics of Language Enrichment & Sign Language in Early Childhood Programs; Child Care Basics: What Families Look For In Quality Child Care; Beyond the Basics: Anti-Bias Curriculum; Child Care Basics: 1-2-3 Grow With Me; Credentialing Crunch!; Nature Calls!; Messy Goopy Gobs of Fun Night!; NACCRRAware 101 Training; Becoming an Early Childhood Professional: The Importance of Developing a Portfolio & Obtaining Your Credential, Zero to Three's Preventing Child Abuse and Neglect Curriculum Trainings

COMPUTER EXPERTISE, HOBBIES, AND INTERESTS:

COMPUTER EXPERTISE: Windows, Microsoft Word, Excel, Publisher, NACCRRAware

HOBBIES AND INTERESTS: Art, Creative Writing, Photography, Jewelry Design, Dance, Kayaking, Nature

* Available upon request: List of continued education through attendance at various workshops, seminars, and conferences.

2003-2005

Mt. St. Mary Academy

Manchester, NH

First Grade Teacher

- Planned and implemented the first grade curriculum to a group of up to 19 students.
- Planned and implemented etiquette, music, physical education and art curriculums.
- Modified lessons to meet the needs of each child.
- Typed monthly newsletters and lesson plans using Microsoft Word.
- Performed other teacher duties as required.

2000-2003

Lisa's Tippy Toes

Merrimack, NH

Lead Teacher

- Planned hands-on lessons and activities in math, science, social studies and language for a group of 15 children ages four and five.
- Assessed the student's knowledge and tracked their progress.
- Modified lessons to meet the needs of each child.
- Typed monthly newsletters and lesson plans using Microsoft Word.

1992-2000

License Exempt Family Child Care Provider

- Cared for children ages 6 weeks to 8 years in my home.
- Provided stimulating age appropriate activities.
- Served healthy meals and snacks.
- Acted as assistant/substitute to Licensed Family Care Provider.

1992-2000

Homemaker

- Cared for my own three children.
- Room mother at the elementary school for several grade levels.
- Served as an Assistant Girl Scout Leader.
- Was an active member of the Parent Teacher Association.
- Taught CCD at varied grade levels.

Education

1984-1988

St. Michael's College

Winooski, VT

- B.A., Elementary Education
- NH Teacher Certification/HQT Status
- Attended several teaching seminars to present.

Memberships and Associations

Completed Trainer Development Program 3/2009

NHAEYC

